

EXHIBIT “3-1”

CIVIL CITATION – CITCVWD

THE STATE OF TEXAS

To: Mesa Underwriters Specialty Insurance Company
RA: Corporation Service Company
2338 W. Royal Palm Road, Suite J
Phoenix AZ 85021

Defendant, NOTICE:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A. M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Said ANSWER may be filed with the District Clerk's Office, Orange County Courthouse, 801 W Division Ave, Orange Texas 77630.

Said

PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND

was filed and docketed in the Honorable 128th District Court of Orange County, Texas at the District Clerk's Office at the Orange County Courthouse, 801 W Division Ave, Orange, Texas on August 22, 2019 in the following styled and numbered cause:

Cause No: A190325-C

Bar-B-Que Depot, Inc. VS. Mesa Underwriters Specialty Insurance Company, et al

The name and address of the attorney for plaintiff otherwise the address of Plaintiff is:

John P Parsons
710 North 11th St
BEAUMONT TX 77702

ISSUED AND GIVEN under my hand and seal of said Court at Orange, Texas, this August 23, 2019.



VICKIE EDGERLY, District Clerk
Orange County, Texas

Vickie Edgerly

RETURN

Came to hand on the ____ day of _____, 20____, at ____ o'clock _____, M., and executed in _____ County, Texas, at ____ o'clock _____ M., on the ____ day of _____, 20____, by delivering, in accordance with the requirements of law, to the within named _____. In person, a true copy of this citation together with the accompanying copy of the petition, having first endorsed thereon the date of delivery.

And not executed as to the defendant _____
the diligence used to execute being _____
the cause of failure to execute is _____
the defendant may be found _____

TOTAL FEES: _____

BY: _____

FILED: 8/22/2019 4:49 PM
Vickie Edgerly, District Clerk
Orange County, Texas
Reviewed By: Justin Rhodes

NO. A190325-C

BAR-B-QUE DEPOT, INC.	§	IN THE DISTRICT COURT OF
	§	
VS.	§	
	§	
MESA UNDERWRITERS SPECIALTY	§	
INSURANCE COMPANY, RISK	§	ORANGE COUNTY, TEXAS
PLACEMENT SERVICES, INC.,	§	
TRI-STAR CLAIMS, LLC, TEAM ONE	§	
ADJUSTING SERVICES, LLC,	§	
TREY ROBERTS, NATIONAL LOSS	§	
CONSULTANTS, JOHN KRUEGER	§	
and KENNETH YASH	§	<u>128th</u> JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, **BAR-B-QUE DEPOT, INC.**, Plaintiff in the above-entitled and numbered cause and files this Plaintiff's Original Petition, complaining of **MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY, RISK PLACEMENT SERVICES, INC., TRI-STAR CLAIMS, LLC, TEAM ONE ADJUSTING SERVICES, LLC, TREY ROBERTS, NATIONAL LOSS CONSULTANTS, JOHN KRUEGER and KENNETH YASH**, Defendants, and for cause of action would respectfully show unto the Court the following:

Parties

1. Plaintiff, Bar-B-Que Depot, Inc., is a domestic corporation appearing before this Court through his attorney of record.
2. Defendant, Mesa Underwriters Specialty Insurance Company, is an insurance company operating in the State of Texas and may be served with process by serving its registered agent for service, Corporation Service Company, 2338 W. Royal Palm Road, Suite J, Phoenix, Arizona 85021.

3. Defendant, Risk Placement Services, Inc., is a corporation operating in the State of Texas and may be served with process by serving its registered agent for service, Corporation Service Company d/b/a CSC - Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

4. Defendant, TriStar Claims, LLC, is a limited liability company doing business in the State of Texas and may be served with process by serving its registered agent for service, Richard A. Simmons, 15150 Middlebrook Drive, Houston, Texas 77058.

5. Defendant, Team One Adjusting Services, LLC, is a limited liability company doing business in the State of Texas and may be served with process by serving its registered agent for service, Dick Rogers, 8701 John W. Carpenter Frwy., Suite 140, Dallas, Texas 75247.

6. Defendant, Trey Roberts, is an individual employed by Team One Adjusting Services, LLC, and may be served with process by serving his employer's registered agent for service, Dick Rogers, 8701 John W. Carpenter Frwy., Suite 140, Dallas, Texas 75247.

7. Defendant, National Loss Consultants, is a business entity doing business in the State of Texas and may be served with process by serving any officer or employee of the company authorized to accept service at their offices located at 7829 Carrie Lane, Pearland, Texas 77584.

8. Defendant, John Krueger, is an employee of Tri-Star Claims, LLC and/or National Loss Consultants, and may be served with process at the offices of National Loss Consultants, 7829 Carrie Lane, Pearland, Texas 77584.

9. Defendant, Kenneth Yash, is an individual employed by Mesa Underwriters Specialty Insurance Group, and may be served with process by serving his employer's registered agent for service, Corporation Service Company, 2338 W. Royal Palm Road, Suite J, Phoenix, Arizona 85021.

Discovery Plan

10. This matter is governed by Discovery Plan Level 2.

Jurisdiction and Venue

11. The subject matter in controversy is within the jurisdictional limits of this court.

12. Plaintiff seeks:

A. monetary relief in an amount between \$200,000.00 and \$1,000,000.00;

B. a demand for judgment in that amount.

13. Venue is proper in Orange County, because all of the Defendants' acts and omissions occurred in Orange County, Texas, according to Texas Civil Practice and Remedies Code Section 15.002(a)(1). All matters at issue arise in Orange County, Texas. The jurisdictional amounts are within the jurisdictional limits of this Court.

Facts

14. On or about August 29, 2017, Plaintiff sustained substantial damage to its business property, Bar-B-Que Depot, Inc., located at 110 Old Highway 90 East, Vidor, Orange County, Texas, as a result of **wind and hurricane/storm damage from Hurricane Harvey**.

15. Plaintiff reported this loss to its insurance company, Mesa Underwriters Specialty Insurance Company (hereinafter referred to as "Mesa Insurance"), who set up Claim No. 126163-01. Mesa Insurance conducted an initial, outcome-oriented, inspection through adjusting companies and adjusters, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash. Defendants then issued a partial (under) payment of the claim while denying other "covered losses/damage."

16. Plaintiff's property was covered by a policy of insurance issued by the Defendant, Mesa Insurance under Policy No. MP0042024002299 for coverage to the buildings and loss of business

income. Plaintiff provided notice of loss under the insurance policy at issue; **namely, wind, storm/hurricane damage to the structures, contents and loss of business income.** Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, set up the claim and inspected Plaintiff's property and adjusted Plaintiff's wind/hurricane loss/claim (Claim No. 126163-01). Despite receiving proper notice and Plaintiff's compliance with the requirements of the policy of insurance, Defendants did not conduct reasonable investigations and/or inspections of the premises and failed to make reasonable attempts to pay full benefits due and owing under the policy of insurance and claims at issue.

17. Defendants knowingly and intentionally minimized Plaintiff's claims, in part, and failed to fully compensate Plaintiff for the wind-related (storm related) losses when the insurance carrier's liability was reasonably clear. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to report the entire wind/storm loss thereby minimizing payment to Plaintiff on the claim. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to fully calculate the nature, extent, and amount of the wind/storm loss, again in an effort to minimize the payment to Plaintiff.

18. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, misrepresented both the nature and extent of the damages caused by the wind/storm and grossly underpaid Plaintiff based on the value of the property; all leading to a substantial underpayment of policy benefits to Plaintiff.....**by and through the specific acts/omissions**

committed by, Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash:

- a. **Not addressing all of the structural damage (including all wind/storm damage to the buildings);**
 - b. **Not addressing all of the structural damage (including interior damage to the buildings);**
 - c. **Not allowing for overhead and profit on Defendants' estimate;**
 - d. **Not paying for contents and business income losses;**
 - e. **Not authoring a reasonable estimate based on the extent of the wind/storm damage;**
 - f. **Failing to timely issue proper/full payment;**
 - g. **Failing to pay recoverable depreciation (RCV);**
-
- h. **Authoring fraudulent and inconsistent reports that established the damages to be far less than what the damages actually were;**
 - i. **Drafting, authoring, and creating letters for the improper payment amount;**
 - j. **Mailing letters with the improper payment amount;**
 - k. **Failing to pay mandatory statutory interest on all under-payments once the Ins. Code Demand letter was mailed.**

19. The above referenced facts document a clear breach of the terms of the contract (to pay for wind/storm related damage), as well as a clear breach of Defendants' duty of good faith and fair dealing.

20. As detailed in the above paragraphs, Mesa Insurance wrongfully adjusted Plaintiff's claims for structural repairs to the property. Furthermore, Mesa Insurance underpaid Plaintiff's claims by not providing full coverage for the damage sustained by the Plaintiff as well as under 'scoping' the damages during its investigation. Additionally, Mesa Insurance continues to delay in the full

payment of damages to the structural damages and statutory interest.....Plaintiff sent its 60-day Insurance Notice to Defendants on November 15, 2018. **See Exhibit A.** Furthermore, Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to comply with the Texas Insurance Code by not paying statutory interest on its initial underpayment.

21. Defendant Mesa Insurance failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Mesa Insurance's conduct constitutes a breach of the insurance contract between Mesa Insurance and Plaintiff.

22. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence----wind/storm/hurricane. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(1).

23. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants, Mesa Insurance, Risk Placement

Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(2)(A).

24. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss

Consultants, John Krueger and Kenneth Yash, did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(3).

25. Defendants, Mesa Insurance and Kenneth Yash, failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services,

LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(4).

26. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, refused to fully compensate Plaintiff, under the terms of the Policy, by failing to conduct a reasonable investigation. Specifically, Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's losses on the Property. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC,

Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a)(7).

27. Defendant, Mesa Insurance, failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's full claim, beginning an investigation of Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Mesa Insurance's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.055.

28. Defendant, Mesa Insurance, failed to accept or deny Plaintiff's full and entire claim within statutorily mandated time of receiving all necessary information. Mesa Insurance's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code

§542.056.

29. Defendant, Mesa Insurance, failed to meet its obligations under the Texas Insurance Code regarding full payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not yet received full payment for its claim. Mesa Insurance's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.058.

30. From and after the time Plaintiff's claim was presented to Defendant, Mesa Insurance, the liability of Mesa Insurance to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Mesa Insurance has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied on to deny the full payment. Mesa Insurance's conduct constitutes a breach of the common law duty of good faith and fair dealing.

31. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

32. As a result of Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing them with respect to these causes of action. Plaintiff, through its attorney, notified Defendants of its claims. **See Exhibit A.**

Causes of Action:

Causes of Action Against Defendant, Mesa Insurance, Only

33. Defendant, Mesa Insurance, is liable to Plaintiff for intentional breach of contract, as well as intentional violations of the Texas Insurance Code and intentional breach of good faith and fair dealing.

Anticipatory Breach

34. Defendant, Mesa Insurance, committed an anticipatory breach of the insurance contract thus relieving Plaintiff of any corresponding obligation on the contract. Defendant's denial of liability without justification was unreasonable and unjust.

Breach of Contract

35. Defendant, Mesa Insurance's conduct constitutes a breach of the insurance contract made between Mesa Insurance and Plaintiff.

36. Defendant, Mesa Insurance's failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constitutes a breach of Mesa Insurance's insurance contract with Plaintiff.

**Noncompliance with Texas Insurance Code
Unfair Settlement Practices**

37. Defendant, Mesa Insurance's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a). All violations under this article are made actionable by Tex. Ins. Code §541.151.

38. Defendant, Mesa Insurance's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex.

Ins. Code §541.060(a)(1).

39. Defendant, Mesa Insurance's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Mesa Insurance's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(2)(A).

40. Defendant, Mesa Insurance's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for their offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(3).

41. Defendant, Mesa Insurance's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(4).

42. Defendant, Mesa Insurance's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(7).

**Noncompliance with Texas Insurance Code
The Prompt Payment of Claims**

43. Defendant, Mesa Insurance's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by

Tex. Ins. Code §542.060.

44. Defendant, Mesa Insurance's failure to acknowledge receipt of Plaintiff's full claim, commence investigation of the full claim, and request from Plaintiff all items, statements, and forms that they reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of the Tex. Ins. Code §542.055.

45. Defendant, Mesa Insurance's failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints, constitutes a non-prompt payment of the claim. Tex. Ins. Code §542.056.

46. Defendant, Mesa Insurance's delay of the payment of Plaintiff's full claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. Tex. Ins.

Code §542.058.

Breach of the Duty of Good Faith and Fair Dealing

47. Defendant, Mesa Insurance's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds in insurance contracts.

48. Defendant, Mesa Insurance's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, Mesa Insurance knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of good faith and fair dealing.

**Causes of Action Against Defendants, Risk Placement Services, Inc.,
Tri-Star Claims, LLC, Team One Adjusting Services, LLC,
Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, Only**

**Noncompliance with Texas Insurance Code
Unfair Settlement Practices**

49. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a) All violations under this article are made actionable by Tex. Ins. Code §541.151.

50. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code. §541.060(a)(1).

51. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's settlement practice, as describe above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Defendants' liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(2)(A).

52. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for their offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(3).

53. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's unfair

settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060 (a)(4).

54. Defendants, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(7).

**Fraud Against Defendants, Mesa Insurance, Risk Placement Services, Inc.,
Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts,
National Loss Consultants, John Krueger and Kenneth Yash**

55. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, are liable to Plaintiff for common law fraud.

56. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiff would not have acted and which Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, knew were false or made recklessly without any knowledge of their truth as a positive assertion. Each Defendant was engaged in the "business of insurance" at the time these fraudulent representations were made during the adjustment of Plaintiff's claim.

57. The statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, there causing Plaintiff to suffer injury and constituting

common law fraud.

**Conspiracy to Commit Fraud Against Defendants,
Mesa Insurance, Risk Placement Services, Inc.,
Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts,
National Loss Consultants, John Krueger and Kenneth Yash**

58. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, are liable to Plaintiff for conspiracy to commit fraud. Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, were members of a combination of two or more persons whose object was to accomplish an unlawful purpose or a lawful purpose by unlawful means. In reaching a meeting of the minds regarding the course of action to be taken against Plaintiff, Defendants, Mesa Insurance, Risk Placement Services, Inc., Tri-Star Claims, LLC, Team One Adjusting Services, LLC, Trey Roberts, National Loss Consultants, John Krueger and Kenneth Yash, committed an unlawful, overt act to further the object or course of action. Plaintiff suffered injury as a proximate result of Defendants' acts/omissions. At all times, Defendants knew that their liability was reasonably clear, and still failed to properly handle the claim which constitutes a breach of the duty of good faith and fair dealing.

Knowledge/Intent

59. Each of the acts described above, together and singularly, was done "knowingly" and "intentionally" as the terms are used in the Texas Insurance Code and were a producing cause of Plaintiff's damages described herein.

Damages

60. Plaintiff will show that all of the above referenced acts were the producing cause(s) of

Plaintiff's damages. The damages caused by the wind/storm/hurricane have left Plaintiff's property severely damaged. These damages have not been properly addressed by Defendants and have not been repaired due to the non-payment causing further damage to the Property, which has led to undue hardship and burden on Plaintiff, including loss of business income. These damages are a result of Defendants' mishandling of Plaintiff's claim in direct violation of the laws detailed above.

61. For Plaintiff's breach of contract cause of action, Plaintiff is entitled to the benefits it should have received under the policy of insurance in place at the time of the wind loss. Plaintiff is asking for full benefits due and owing under the policy, along with its attorney's fees and expenses. Plaintiff is entitled to full policy benefits that are due and owing for its loss.

62. For the violations of the Texas Insurance Code and Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the full benefits due and owing under the policy, attorney's fees and expenses and costs of court. Furthermore, because Defendants' acts were committed knowingly, Plaintiff is entitled to three times its actual damages.

63. For violations of the Texas Insurance Code and Prompt Payment of Claims, Plaintiff is entitled to its damages, as detailed above and below, as well as eighteen percent statutory interest per year as damages, along with attorney's fees and expense.

64. For breach of common law duty of good faith and fair dealing, Plaintiff is entitled to all damages, including those detailed above and below, as well as all forms of loss resulting from Defendants' breach of said duty, including but not limited to additional costs, losses due to nonpayment of the amount(s) owed under the policy, economic hardship, punitive damages, exemplary damages.

65. For Defendants' fraudulent acts, Plaintiff is entitled to recover actual damages and exemplary damages for Defendants' knowingly making fraudulent representations, along with

attorney's fees, interest, and costs of court.

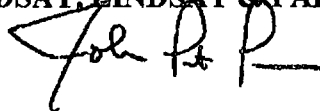
66. The acts and omissions of these Defendants have made it necessary for Plaintiff to retain undersigned counsel, and Plaintiff agreed to pay undersigned counsel reasonable and necessary attorney's fees, expenses, and costs of suit. Plaintiff's counsel has a forty percent (40%) contingent fee. When calculated on an hourly rate basis, however, at customary hourly rate charges in this community, Plaintiff anticipates that attorney's fees and expenses incurred through a trial of this case will be approximately \$250,000.00 to \$350,000.00, in the discretion of the jury, and also that any necessary appellate attorney's fees and expenses will be approximately \$15,000.00, or in an amount in the discretion of the jury. Plaintiff is entitled to recover its reasonable and necessary attorney's fees and expenses under applicable provisions of the Texas Insurance Code.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein, that Plaintiff recover his actual damages, consequential damages, statutory damages and enhancements, punitive damages, attorney's fees, costs, expenses, interest, and for such other and further relief, at law or in equity, to which Plaintiff may show himself justly entitled.

Respectfully submitted,

LINDSAY, LINDSAY & PARSONS

A handwritten signature in black ink, appearing to read "John Pat Parsons", written over a horizontal line.

John Pat Parsons
State Bar License No. 24065876
710 N. 11th Street
Beaumont, Texas 77702
409/833-1196
409/832-7040 (Fax)
jparsons@llptx.com

**ATTORNEY FOR PLAINTIFF,
BAR-B-QUE DEPOT, INC.**

LINDSAY, LINDSAY & PARSONS

ATTORNEYS AT LAW

Barrett P. Lindsay
blindsay@llptx.com
Partner

710 NORTH 11TH STREET
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Michael J. Lindsay
mlindsay@llptx.com
Of Counsel

John Pat Parsons
jparsons@llptx.com
Partner

Tax ID: 26-4713632

TEXAS INSURANCE CODE NOTICE LETTER TEXAS INSURANCE CODE CH. 542A NOTICE LETTER

November 15, 2018

Mesa Underwriters Specialty Insurance Co.
Attention: Ken Yash
100 Tournament Drive, Suite 200
Horsham, PA 19044
215-706-6300

Via Fax: 855-283-6873
Via: ClaimDepartment@music-ins.com
Via CM/RRR# 7018 1130 0001 3056 1421

Re: Our Client : Bar-B-Que Depot, Inc. (Franklin Zerko)
Claim No. : 126163-01
Policy No. : MP0042024002299
Date of Loss : August 29, 2017
Location of Loss : 110 Old Hwy. 90E, Vidor, Texas



Dear Mesa Underwriters Specialty Insurance Co. (MUSIC) and Mr. Yash:

Please be advised my firm has been retained by Bar-B-Que Depot, Inc. (Franklin Zerko), with respect to losses as a result of the above referenced claim. It appears from our investigation MESA/MUSIC Insurance Co. never properly investigated the claim/losses nor paid full benefits that were due and owing under the policy for Bar B Que Depot Inc.'s losses, including structural damage to their buildings, contents loss, and loss of business income. Based on our client's contention that this claim has never been properly handled, we investigated this matter and found a significant underpayment due to damages to the house.

Your company inspected the property after the claim was submitted. A DENIAL LETTER was sent to my client on November 2, 2018 See Exhibit 1. This letter clearly evidences MESA/MUSIC Insurance Company's intent to avoid its duties under the policy after completion of the on-site inspection. The damages referenced above were caused by caused by wind/rain and lightening (covered perils).

As you know, an insurance company and its adjusters have a duty to act fairly and in good faith with their insureds. Unfair practices include such things as failing to attempt in good faith to arrive at a prompt, fair, and equitable settlement of a claim when the insurer's liability has become reasonably clear; and failing to provide a policy holder with a reasonable explanation of either the insurer's denial of a claim or offer to compromise a settlement within a reasonable time limit.

Please understand my client wishes to reach an amicable resolution to this matter without the burden or expense of litigation. However, any filing would seek damages for Ch. 541 and 542 Insurance Code violations, as well as breach of the duty of good faith and fair dealing, fraud and breach of contract. At trial, my client would be seeking recovery of all damages available under Texas law, including, but not limited to actual damages, statutory penalties (including 18% annual interest on all unpaid amounts), treble damages for "knowingly" underpaying these claims, as well as all interest, attorney's fees, costs and expenses incurred in prosecuting this matter.

Bar-B-Que Depot, Inc. purchased an insurance policy from MESA/MUSIC Insurance to protect its property from this type of loss. To date, MESA/MUSIC Insurance has not properly paid the benefits due and owing under the insurance policy. These acts are violations of the Insurance Code and are actionable under Texas law. Based on our review of the records, it does not appear that MESA/MUSIC Insurance properly handled this claim. The investigation and claims handling was consistent with that of an outcome oriented investigation and report, in an effort to minimize the amount of policy benefits MESA/MUSIC Insurance would pay to Bar B Que Depot Inc for its losses.

MESA/MUSIC Insurance failed to take all damages into consideration when formulating its estimate(s), as the damage was clear as can be seen in the photographs enclosed, and then failed to pay this claim fairly.

Notice is hereby given under Section 541.154 and 542A.003 of the Texas Insurance Code that my client has sustained economic damages, to date, in unpaid benefits that are due and owing. Based on the policy, the deductible (\$800.00) and the claim payments of (\$0.00), your company still owes Bar B Que Depot Inc. the following amounts:

- \$31,937.42 in actual damages to business personal property (see **Exhibit 2 and 3**);
- \$18,379.69 in business income interruption from Aug. 29, 2017 to September 11, 2017 at \$1,312.83/day for 14 days (see **Exhibit 4**);
- and attorney's fees and expenses in the amount of \$4,960.94 (attached as **Exhibit 5**).

Bar B Que Depot Inc. was forced to hire my firm since MESA/MUSIC Insurance has yet to pay the full loss, which is due and owing. ~~Demand, prior to filing suit, is therefore made pursuant to the DTPA and Insurance Code for the amount of \$55,278.05.~~

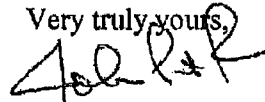
It is the intention of Bar B Que Depot Inc and this firm that no binding settlement exists until any proposal and acceptance are both (i) reduced to a written settlement agreement approved by all parties to the settlement, (ii) signed by all parties for which the settlement agreement contemplates signature, and (iii) until all conditions or events required by the settlement agreement are fully satisfied. Neither this compromise settlement proposal or the accompanying facts and analysis contained in this document shall be construed as an admission or will be admissible at trial.

Please be advised that under the Insurance Code an award of court costs and reasonable and necessary attorney's fees is mandatory to an insured who prevails in such a lawsuit. Please be further advised that treble damages may be awarded at trial in the event that the jury finds that actionable conduct was committed "knowingly."

This demand will remain open for statutorily allotted sixty (60) day period at which time if no response is received, the demand will expire and we will proceed in a manner that will fully protect our client's legal rights. Please contact my office at your earliest convenience to discuss settlement of these claims.

I appreciate your immediate attention to this matter. Since my client is represented by counsel, please direct all future communications directly to the undersigned. I look forward to hearing from you in the very near future.

Very truly yours,



JOHN PAT PARSONS

Attachment: Exhibit 1: Denial Letter (MESA/MUSCIC—11-2-17)
Exhibit 2: Insured's Estimate of Repairs/Business Personal Property Loss
Exhibit 3: Business Personal Property Loss
Exhibit 4: Business Income Interruption Documentation
Exhibit 5: Contemporaneous Attorney Fee's and Expenses (Slip Listing)

cc: Bar B Que Depot Inc





Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

November 2, 2017

Bar-B-Que Depot, Inc
P.O. Box 999
Vidor, TX 77670

RE: Insured: Bar-B-Que Depot, Inc
Claim No.: 126163-01
Policy Number: MP0042024002299
Date of Loss: 08/29/2017
Claimant: Bar-B-Que Depot, Inc

Ms. Zerko:

This letter is a follow up to your claim submitted on 9/7/2017 where you have requested that MUSIC provide insurance coverage for the claim for damage to your property. That request was made under the insurance policy referenced above.

We have carefully evaluated the facts and circumstances of this claim. Unfortunately, we must advise you that the terms of the policy you purchased from MUSIC does not afford insurance coverage for failure of utility services, artificially generated surge, foundation damage caused by flooding, settling or earth movement.

The purpose of this letter is to explain how this decision was made. Obviously, if you feel we have reached this determination in error, please contact us so we can discuss this matter and we will be happy to answer any questions you may have.

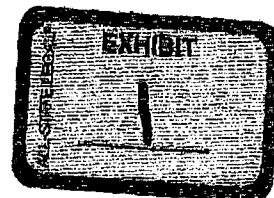
Within your policy there is specific qualifying, defining, limiting and exclusionary language, which would apply to the damages claimed. Please refer to your policy designated Form CP 0010, 10/12, wherein it states:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property





Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (6) Your use interest as tenant in improvements and betterments.
Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;

2. Property Not Covered

Covered Property does not include:

- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;

3. Covered Causes Of Loss

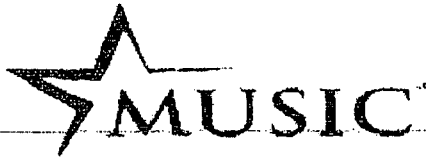
See applicable Causes Of Loss form as shown in the Declarations.

Please refer to your policy designated as Causes Of Loss – Special Form, CP 1010, 10/12, wherein it states:

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

b. Earth Movement



Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

- (4) Earth sinking (other than sinkhole col-lapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a



Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is other-wise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system falls in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
(b) Electrical charge produced or con-ducted by a magnetic or electromagnetic field;
(c) Pulse of electromagnetic energy; or
(d) Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.



Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

d. (4) Settling, cracking, shrinking or expansion;

(7) The following causes of loss to personal property:

(b) Changes in or extremes of temperature;

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

Please refer to your policy designated as Business Income (And Extra Expense) Coverage Form CP 0030, 10/12, wherein it states:

A. Coverage

1. Business Income

Business Income means the:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

b. Continuing normal operating expenses incurred, including payroll.

~~For manufacturing risks, Net Income includes the net sales value of production.~~

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

(1) Business Income Including "Rental Value".

(2) Business Income Other Than "Rental Value".

(3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the



Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

"period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

2. "Operations" means:

- a. Your business activities occurring at the described premises;

3. "Period of restoration" means the period of time that:

a. Begins:

- (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
- (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

6. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.



Ken Yash
Direct Line: 610-706-3060
ClaimDepartment@music-ins.com

Unfortunately, not all the damage to your property is covered by your insurance policy. We regret we are unable to arrive at a more favorable position. Based upon our inspection, the facts of the loss and the above policy language, we would only be able to issue payments for the damage to the roof if the damaged metal panels were installed at your expense.

In order for the payments to be issued for the loss of business income, the suspension of operations has to be caused by a covered cause of loss and restoration period would not begin for 72 hours after direct physical loss. If the smoke pit was damage by a covered cause of loss, the power did not return until 9/8 and you were operational by 9/12, which does not exceed 72 hours.

This letter is not intended, nor shall it be construed, as a waiver of any rights, terms, conditions or exclusions in the insurance policy contract. MUSIC expressly reserves all rights pertaining to the insurance policy contract, including, but not limited to, the right to assert any other rights, terms, conditions and exclusions in the policy not referenced above.

Hopefully, this letter provides you with a clear explanation of MUSIC's position regarding your claim. However, if our explanation is not clear, or if you would like to discuss any aspect of this claim, please feel free to contact me at Telephone (610) 706-3060, Fax (877) 233-1351 or via Email ken.yash@selective.com.

In closing, please note that state insurance regulations permit you to submit this matter for review to the Texas Department of Insurance. If you would like to request review, you may contact the Department at:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-800-252-3439 (phone)
1-512-475-1771 (fax)

Respectfully,

Ken Yash

Ken Yash
Claims Examiner
Mesa Underwriters Specialty Insurance Company

cc: Agent #42024 - RPS Houston, 1155 DAIRY ASHFORD LA STE 550, HOUSTON, TX,
«contacts.Contact.zip» RPS_Claims@RPSins.com

Accord Services, Inc.
PO Box 4581
Lake Charles, LA 70606
Telephone: (818) 262-5104
Fax: (337) 409-4458

Date: 09/30/18
From: Kermith Sonnier
Re: Zerko, Del and Kathleen
Insurance Co.: Mesa Underwriters Specialty Insurance Company
Policy No.: MP0042024002299
Claim No.: 126163-01
Loss Location: 110 Old Hwy 90 E
Vidor, TX 77662
Date of Loss: 08/28/17
Type of Loss: Wind

ATTN: Mr. Parsons

Comments:

We received this claim from the Law Firm of Lindsay, Lindsay and Parsons on September 14, 2018. We inspected the property with the insured on September 18, 2018.

We have written our estimate and took photos of the damages that the insured informed us was caused from the wind. Our estimate totals is \$27,627.60 on the Building less the \$800.00 deductible and \$5,027.49 for Contents which makes the net claim on both items \$31,937.42.

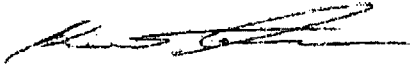
This building houses a restaurant named Bar-B-Que Depot, Inc. The restaurant is open for business seven days a week. You can sit down inside to eat or order to go. Due to the damages, Bar-B-Que Depot, Inc. was closed for 14 days. Aside from the building damages the bar-b-que pit was hit by lightning and had to be repaired. We do not have any figures on loss of income, the CPA for Bar-B-Que Depot, Inc. could report that amount.

We have addressed all these items in our estimate. Thank you for the assignment. Feel free to contact me with any questions.



<u>Zerko, Del and Kathleen - 110 Old Hwy 90 E:</u>	
<u>Dwelling Loss & Damages per Detail</u>	\$27,627.60
Less Deductible	<u>\$ 800.00</u>
	\$26,827.60
<u>Contents Loss & Damages per Detail</u>	<u>\$ 5,109.82</u>
Total Net Claim	\$31,937.42

Sincerely,



Kermith Sonnier
Estimator
Accord Services, Inc.



Accord Services Inc

PO Box 4581
Lake Charles, LA 70606

Insured: Zerko, Del & Kathleen
Property: 110 Old Hwy 90 E
Vidor, TX 77662

Business: (409) 769-8555
Cellular: (409) 673-9392

Claim Rep.: Kermith Sonnier
Business: PO Box 4581
Lake Charles, LA 70606

Business: (818) 262-5104

Estimator: Kermith Sonnier
Business: PO Box 4581
Lake Charles, LA 70606

Business: (818) 262-5104

Claim Number: 1261363-

Policy Number: MP0042024002299

Type of Loss: Wind Damage

Date Contacted: 9/17/2018

Date of Loss: 8/28/2017

Date Inspected: 9/18/2018

Date Received: 9/14/2018

Date Entered: 9/18/2018 10:53 PM

Price List: TXBM8X_SEP18
Restoration/Service/Remodel
Estimate: ZERKODEL&KATHLEEN

**Accord Services Inc**

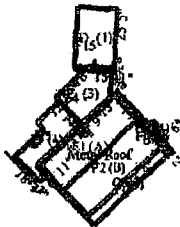
PO Box 4581
Lake Charles, LA 70606

ZERKODEL&KATHLEEN**General**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Residential Supervision / Project Management - per hour	15.00 HR	53.00	0.00	166.95	961.93	(0.00)	961.95
2. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	612.44	0.00	128.61	741.05	(0.00)	741.05
3. Temporary power usage (per month)	2.00 MO	109.80	18.12	49.92	287.64	(0.00)	287.64
4a. Remove Temporary power - hookup	1.00 EA	49.70	0.00	10.44	60.14	(0.00)	60.14
4b. Temporary power - hookup	1.00 EA	273.60	0.00	57.46	331.06	(0.00)	331.06
5. Temporary toilet (per month)	2.00 MO	167.00	0.00	70.14	404.14	(0.00)	404.14
Totals: General			18.12	483.52	2,785.98	0.00	2,785.98

Invoices

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Replace control unit for BBQ pit*	1.00 EA	1,019.71	0.00	0.00	1,019.71	(0.00)	1,019.71
7. Sam's Club invoice for food loss*	1.00 EA	1,442.76	0.00	0.00	1,442.76	(0.00)	1,442.76
8. Guest Check*	1.00 EA	600.00	0.00	0.00	600.00	(0.00)	600.00
Invoice for 6 boxes of links, 4 boxes of boudien, and 4 boxes of rice dressing							
9. Wal-Mart invoices for towels*	1.00 EA	59.81	0.00	0.00	59.81	(0.00)	59.81
10. US Foods Inc. Purchase order # 976623*	1.00 EA	1,987.54	0.00	0.00	1,987.54	(0.00)	1,987.54
Totals: Invoices			0.00	0.00	5,109.82	0.00	5,109.82

Roof**Roof****Metal Roof**

2527.66 Surface Area
307.82 Total Perimeter Length

25.28 Number of Squares
43.30 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11a. Remove Metal roofing - corrugated - 29 gauge.	2,527.66 SF	0.49	0.00	260.10	1,498.65	(0.00)	1,498.65
11b. Metal roofing - corrugated - 29 gauge.	2,527.66 SF	3.84	235.64	2,087.78	12,029.63	(0.00)	12,029.63

ZERKODEL&KATHLEEN

11/13/2018

Page: 2

**Accord Services Inc**

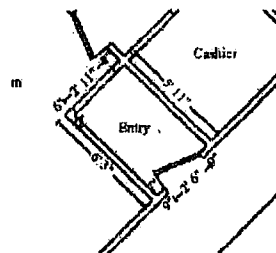
PO Box 4581
Lake Charles, LA 70606

CONTINUED - Metal Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12a. Remove Closure strips for metal roofing - inside and/or outside	86.60 LF	0.80	0.00	14.55	83.83	(0.00)	83.83
12b. Closure strips for metal roofing - inside and/or outside	86.60 LF	1.46	3.64	27.31	157.39	(0.00)	157.39
13a. Remove Ridge cap - metal roofing	43.30 LF	2.00	0.00	18.19	104.79	(0.00)	104.79
13b. Ridge cap - metal roofing	43.30 LF	4.47	7.97	42.33	243.85	(0.00)	243.85
14. Detach & Reset commercial sign*	1.00 EA	239.33	0.00	50.26	289.59	(0.00)	289.59
15a. Remove Gravity roof ventilator - 18"	1.00 EA	8.59	0.00	1.81	10.40	(0.00)	10.40
15b. Gravity roof ventilator - 18"	1.00 EA	262.07	16.94	58.59	337.60	(0.00)	337.60
16a. Remove Flashing - pipe Jack	1.00 EA	6.72	0.00	1.41	8.13	(0.00)	8.13
16b. Flashing - pipe Jack	1.00 EA	29.49	0.75	6.35	36.59	(0.00)	36.59
17. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	736.53	0.00	154.67	891.20	(0.00)	891.20
Totals: Metal Roof			264.94	2,723.35	15,691.65	0.00	15,691.65
Total: Roof			264.94	2,723.35	15,691.65	0.00	15,691.65
Total: Roof			264.94	2,723.35	15,691.65	0.00	15,691.65

Interior**Interior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Re-level building*	1.00 EA	1,300.46	38.66	323.22	1,862.34	(0.00)	1,862.34
Total: Interior			38.66	323.22	1,862.34	0.00	1,862.34

Main Level**Entry****Height: 8'**

133.89 SF Walls
155.58 SF Walls & Ceiling
2.41 SY Flooring
19.17 LF Ceil. Perimeter

21.69 SF Ceiling
21.69 SF Floor
16.25 LF Floor Perimeter

Missing Wall - Goes to Floor**2' 11" X 6' 8"****Opens into DINING_ROOM**

ZERKODEL&KATHLEEN

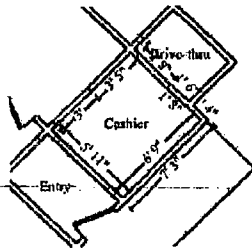
11/13/2018

Page: 3

**Accord Services Inc**

PO Box 4581
Lake Charles, LA 70606

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Ceiling							
19. Scrape the ceiling & prep for paint	21.69 SF	0.57	0.02	2.60	14.98	(0.00)	14.98
20. Texture drywall - heavy hand texture	21.69 SF	0.71	0.20	3.27	18.87	(0.00)	18.87
21. Seal the ceiling w/latex based stain blocker - one coat	21.69 SF	0.46	0.11	2.12	12.21	(0.00)	12.21
22. Paint the ceiling - one coat	21.69 SF	0.51	0.20	2.37	13.63	(0.00)	13.63
23. Mask and prep for paint - tape only (per LF)	19.17 LF	0.42	0.06	1.72	9.83	(0.00)	9.83
Mask the ceiling to paint the walls							
24. Ceiling hook - Detach & reset	1.00 EA	4.17	0.00	0.88	5.05	(0.00)	5.05
25a. Remove Heat/AC register - Mechanically attached	1.00 EA	2.22	0.00	0.46	2.68	(0.00)	2.68
25b. Heat/AC register - Mechanically attached	1.00 EA	19.98	0.74	4.35	25.07	(0.00)	25.07
Walls							
26. Seal the walls w/latex based stain blocker - one coat	133.89 SF	0.46	0.66	13.08	75.33	(0.00)	75.33
27. Paint the walls - one coat	133.89 SF	0.51	1.22	14.59	84.09	(0.00)	84.09
28. Mask and prep for paint - tape only (per LF)	16.25 LF	0.42	0.05	1.45	8.33	(0.00)	8.33
Mask the ceiling to paint the walls							
29. Clean floor	1.00 SF	0.33	0.04	0.07	0.44	(0.00)	0.44
Totals: Entry .			3.30	46.96	270.51	0.00	270.51

**Cashier****Height: 8'**

164.89 SF Walls
204.83 SF Walls & Ceiling
4.44 SY Flooring
25.33 LF Ceil Perimeter

39.94 SF Ceiling
39.94 SF Floor
19.67 LF Floor Perimeter

Missing Wall - Goes to Floor**2' 8" X 6' 8"****Opens into DRIVE THRU****Missing Wall - Goes to Floor****3' X 6' 8"****Opens into KITCHEN**

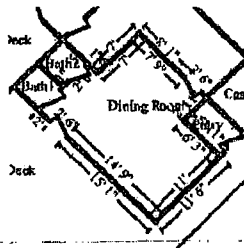
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Ceiling							
30. Scrape the ceiling & prep for paint	39.94 SF	0.57	0.03	4.79	27.59	(0.00)	27.59
31. Texture drywall - heavy hand texture	39.94 SF	0.71	0.36	6.04	34.76	(0.00)	34.76
32. Seal the ceiling w/latex based stain blocker - one coat	39.94 SF	0.46	0.20	3.90	22.47	(0.00)	22.47
33. Paint the ceiling - one coat	39.94 SF	0.51	0.36	4.36	25.09	(0.00)	25.09
34. Mask and prep for paint - tape only (per LF)	25.33 LF	0.42	0.08	2.25	12.97	(0.00)	12.97
Mask the ceiling to paint the walls							

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CONTINUED - Cashier

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. Ceiling hook - Detach & reset	1.00 EA	4.17	0.00	0.88	5.05	(0.00)	5.05
36a. Remove Heat/AC register - Mechanically attached	1.00 EA	2.22	0.00	0.46	2.68	(0.00)	2.68
36b. Heat/AC register - Mechanically attached	1.00 EA	19.98	0.74	4.35	25.07	(0.00)	25.07
Walls							
37. Drywall patch / small repair, ready for paint	1.00 EA	56.03	0.20	11.80	68.03	(0.00)	68.03
38. Seal the walls w/latex based stain blocker - one coat	164.89 SF	0.46	0.82	16.10	92.77	(0.00)	92.77
39. Paint the walls - one coat	164.89 SF	0.51	1.50	17.98	103.57	(0.00)	103.57
40. Mask and prep for paint - tape only (per LF)	19.67 LF	0.42	0.07	1.76	10.09	(0.00)	10.09
Mask the ceiling to paint the walls							
41. Clean floor	1.00 SF	0.33	0.04	0.07	0.44	(0.00)	0.44
Totals: Cashier			4.40	74.74	430.58	0.00	430.58

**Dining Room****Height: 8'**

525.89 SF Walls	249.58 SF Ceiling
775.47 SF Walls & Ceiling	249.58 SF Floor
27.73 SY Flooring	65.25 LF Floor Perimeter
68.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**2' 11" X 6' 8"****Opens into ENTRY__**

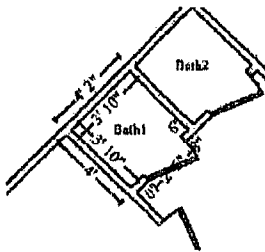
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<u>Ceiling</u>							
42. Scrape part of the ceiling & prep for paint	185.58 SF	0.57	0.15	22.26	128.19	(0.00)	128.19
43. Texture drywall - heavy hand texture	249.58 SF	0.71	2.26	37.69	217.15	(0.00)	217.15
44a. Remove 5/8" drywall - hung, taped, ready for texture	64.00 SF	0.58	0.00	7.79	44.91	(0.00)	44.91
44b. 5/8" drywall - hung, taped, ready for texture	64.00 SF	1.67	2.59	23.00	132.47	(0.00)	132.47
45a. Remove Batt insulation - 10" - R30 - paper faced	64.00 SF	0.39	0.00	5.25	30.21	(0.00)	30.21
45b. Batt insulation - 10" - R30 - paper faced	64.00 SF	1.24	4.38	17.59	101.33	(0.00)	101.33

**Accord Services Inc**

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CONTINUED - Dining Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
46. Seal the ceiling w/latex based stain blocker - one coat	249.58 SF	0.46	1.24	24.37	140.42	(0.00)	140.42
47. Paint the ceiling - one coat	249.58 SF	0.51	2.26	27.21	156.76	(0.00)	156.76
48. Mask and prep for paint - tape only (per LF)	68.17 LF	0.42	0.23	6.06	34.92	(0.00)	34.92
Mask the ceiling to paint the walls							
49. Ceiling hook - Detach & reset	2.00 EA	4.17	0.00	1.75	10.09	(0.00)	10.09
50. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	68.20	0.00	14.32	82.52	(0.00)	82.52
51. Detach & Reset Ceiling fan & light	1.00 EA	167.31	0.00	35.13	202.44	(0.00)	202.44
52a. Remove Heat/AC register - Mechanically attached	1.00 EA	2.22	0.00	0.46	2.68	(0.00)	2.68
52b. Heat/AC register - Mechanically attached	1.00 EA	19.98	0.74	4.35	25.07	(0.00)	25.07
Walls							
53. Drywall tape joint/repair - per LF	9.00 LF	5.72	0.17	10.85	62.50	(0.00)	62.50
54. Texture drywall - heavy hand texture	32.00 SF	0.71	0.29	4.83	27.84	(0.00)	27.84
55. Seal the walls w/latex based stain blocker - one coat	525.89 SF	0.46	2.60	51.35	295.86	(0.00)	295.86
56. Paint the walls - one coat - 2 colors	525.89 SF	0.71	4.77	79.42	457.57	(0.00)	457.57
57a. Remove Chair rail - 2 1/2"	8.00 LF	0.54	0.00	0.91	5.23	(0.00)	5.23
57b. Chair rail - 2 1/2"	8.00 LF	2.67	0.84	4.66	26.86	(0.00)	26.86
58. Caulking - acrylic	65.25 LF	2.08	0.48	28.60	164.80	(0.00)	164.80
59. Paint chair rail - one coat	65.25 LF	0.84	0.38	11.59	66.78	(0.00)	66.78
60. Floor protection - self-adhesive plastic film	249.58 SF	0.57	2.47	30.40	175.13	(0.00)	175.13
61. Contents - move out then reset - Extra large room	1.00 EA	146.40	0.00	30.74	177.14	(0.00)	177.14
62. Clean floor	1.00 SF	0.33	0.04	0.07	0.44	(0.00)	0.44
Totals: Dining Room			25.89	480.65	2,769.31	0.00	2,769.31

**Bath1****Height: 8'**

122.67 SF Walls
137.36 SF Walls & Ceiling
1.63 SY Flooring
15.33 LF Ceil, Perimeter

14.69 SF Ceiling
14.69 SF Floor
15.33 LF Floor Perimeter

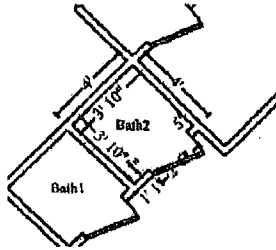
**Accord Services Inc**

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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Ceiling							
63. Scrape the ceiling & prep for paint	14.69 SF	0.57	0.01	1.76	10.14	(0.00)	10.14
64. Texture drywall - heavy hand texture	14.69 SF	0.71	0.13	2.21	12.77	(0.00)	12.77
65a. Remove 5/8" drywall - hung, taped, ready for texture	14.69 SF	0.58	0.00	1.79	10.31	(0.00)	10.31
65b. 5/8" drywall - hung, taped, ready for texture	14.69 SF	1.67	0.59	5.28	30.40	(0.00)	30.40
66a. Remove Batt insulation - 10" - R30 - paper faced	14.69 SF	0.39	0.00	1.20	6.93	(0.00)	6.93
66b. Batt insulation - 10" - R30 - paper faced	14.69 SF	1.24	1.01	4.03	23.26	(0.00)	23.26
67. Seal the ceiling w/latex based stain blocker - one coat	14.69 SF	0.46	0.07	1.44	8.27	(0.00)	8.27
68. Paint the ceiling - one coat	14.69 SF	0.51	0.13	1.59	9.21	(0.00)	9.21
69. Mask and prep for paint - tape only (per LF)	15.33 LF	0.42	0.05	1.37	7.86	(0.00)	7.86
Mask the ceiling to paint the walls							
70a. Remove Bathroom ventilation fan, light, and heater	1.00 EA	33.60	0.00	7.06	40.66	(0.00)	40.66
70b. Bathroom ventilation fan, light, and heater	1.00 EA	356.18	22.77	79.59	458.54	(0.00)	458.54
71a. Remove Heat/AC register - Mechanically attached	1.00 EA	2.22	0.00	0.46	2.68	(0.00)	2.68
71b. Heat/AC register - Mechanically attached	1.00 EA	19.98	0.74	4.35	25.07	(0.00)	25.07
Walls							
72. Drywall tape joint/repair - per LF	9.00 LF	5.72	0.17	10.85	62.50	(0.00)	62.50
73. Texture drywall - heavy hand texture	122.67 SF	0.71	1.11	18.52	106.73	(0.00)	106.73
74. Seal the walls w/latex based stain blocker - one coat	122.67 SF	0.46	0.61	11.98	69.02	(0.00)	69.02
75. Paint the walls - one coat - 2 colors	122.67 SF	0.71	1.11	18.52	106.73	(0.00)	106.73
76a. Remove Chair rail - 2 1/2"	15.33 LF	0.54	0.00	1.74	10.02	(0.00)	10.02
76b. Chair rail - 2 1/2"	15.33 LF	2.67	1.62	8.93	51.48	(0.00)	51.48
77. Caulking - acrylic	15.33 LF	2.08	0.11	6.72	38.72	(0.00)	38.72
78. Paint chair rail - one coat	15.33 LF	0.84	0.09	2.73	15.70	(0.00)	15.70
79. Floor protection - self-adhesive plastic film	14.69 SF	0.57	0.15	1.80	10.32	(0.00)	10.32
80. Contents - move out then reset - Small room	1.00 EA	36.63	0.00	7.69	44.32	(0.00)	44.32
Totals: Bath1			30.47	201.61	1,161.64	0.00	1,161.64

Accord Services Inc

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**Bath2****Height: 8'**

122.67 SF Walls
137.36 SF Walls & Ceiling
1.63 SY Flooring
15.33 LF Cell. Perimeter

14.69 SF Ceiling
14.69 SF Floor
15.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Ceiling							
81. Scrape the ceiling & prep for paint	14.69 SF	0.57	0.01	1.76	10.14	(0.00)	10.14
82. Texture drywall - heavy hand texture	14.69 SF	0.71	0.13	2.21	12.77	(0.00)	12.77
83a. Remove 5/8" drywall - hung, taped, ready for texture	14.69 SF	0.58	0.00	1.79	10.31	(0.00)	10.31
83b. 5/8" drywall - hung, taped, ready for texture	14.69 SF	1.67	0.59	5.28	30.40	(0.00)	30.40
84a. Remove Batt insulation - 10" - R30 - paper faced	14.69 SF	0.39	0.00	1.20	6.93	(0.00)	6.93
84b. Batt insulation - 10" - R30 - paper faced	14.69 SF	1.24	1.01	4.03	23.26	(0.00)	23.26
85. Seal the ceiling w/latex based stain blocker - one coat	14.69 SF	0.46	0.07	1.44	8.27	(0.00)	8.27
86. Paint the ceiling - one coat	14.69 SF	0.51	0.13	1.59	9.21	(0.00)	9.21
87. Mask and prep for paint - tape only (per LF)	15.33 LF	0.42	0.05	1.37	7.86	(0.00)	7.86
Mask the ceiling to paint the walls							
88a. Remove Bathroom ventilation fan, light, and heater	1.00 EA	33.60	0.00	7.06	40.66	(0.00)	40.66
88b. Bathroom ventilation fan, light, and heater	1.00 EA	356.18	22.77	79.59	458.54	(0.00)	458.54
89a. Remove Heat/AC register - Mechanically attached	1.00 EA	2.22	0.00	0.46	2.68	(0.00)	2.68
89b. Heat/AC register - Mechanically attached	1.00 EA	19.98	0.74	4.35	25.07	(0.00)	25.07
Walls							
90. Drywall tape joint/repair - per LF	9.00 LF	5.72	0.17	10.85	62.50	(0.00)	62.50
91. Texture drywall - heavy hand texture	122.67 SF	0.71	1.11	18.52	106.73	(0.00)	106.73
92. Seal the walls w/latex based stain blocker - one coat	122.67 SF	0.46	0.61	11.98	69.02	(0.00)	69.02
93. Paint the walls - one coat - 2 colors	122.67 SF	0.71	1.11	18.52	106.73	(0.00)	106.73
94a. Remove Chair rail - 2 1/2"	15.33 LF	0.54	0.00	1.74	10.02	(0.00)	10.02
94b. Chair rail - 2 1/2"	15.33 LF	2.67	1.62	8.93	51.48	(0.00)	51.48
95. Caulking - acrylic	15.33 LF	2.08	0.11	6.72	38.72	(0.00)	38.72
96. Paint chair rail - one coat	15.33 LF	0.84	0.09	2.73	15.70	(0.00)	15.70
97. Floor protection - self-adhesive plastic film	14.69 SF	0.57	0.15	1.80	10.32	(0.00)	10.32
98. Contents - move out then reset - Small room	1.00 EA	36.63	0.00	7.69	44.32	(0.00)	44.32
Totals: Bath2			30.47	201.61	1,161.64	0.00	1,161.64

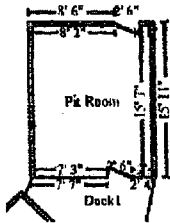
ZERKODEL&KATHLEEN

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Accord Services Inc

PO Box 4581
Lake Charles, LA 70606

**Pit Room****Height: 8'**

437.33 SF Walls
620.44 SF Walls & Ceiling
20.34 SY Flooring
54.67 LF Ceil. Perimeter

183.10 SF Ceiling
183.10 SF Floor
54.67 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
99. Contents - move out then reset	1.00 EA	48.80	0.00	10.25	59.05	(0.00)	59.05
100. Freezer - Remove & reset	1.00 EA	39.55	0.00	8.31	47.86	(0.00)	47.86
101. Remove Bottle/can box cooler - Commercial	1.00 EA	31.84	0.00	6.68	38.52	(0.00)	38.52
102. Install Bottle/can box cooler - Commercial	1.00 EA	22.89	0.00	4.81	27.70	(0.00)	27.70
103a. Remove Sheathing - plywood - 3/4" CDX	183.10 SF	0.64	0.00	24.61	141.79	(0.00)	141.79
103b. Sheathing - plywood - 3/4" CDX	183.10 SF	1.97	15.41	78.99	455.11	(0.00)	455.11
Totals: Pit Room			15.41	133.65	770.03	0.00	770.03

Total: Main Level	109.94	1,139.22	6,563.71	0.00	6,563.71
Total: Interior	148.60	1,462.44	8,426.05	0.00	8,426.05

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
104. Finish hardware labor minimum*	1.00 EA	111.97	0.00	23.52	135.49	(0.00)	135.49
105. Heat, vent, & air cond. labor minimum*	1.00 EA	226.56	0.00	47.58	274.14	(0.00)	274.14
106. Floor cleaning labor minimum*	1.00 EA	106.73	10.66	22.41	139.80	(0.00)	139.80
107. Insulation labor minimum*	1.00 EA	60.86	0.00	12.79	73.65	(0.00)	73.65
108. Finish carpentry labor minimum*	1.00 EA	83.34	0.00	17.50	100.84	(0.00)	100.84
Totals: Labor Minimums Applied			10.66	123.80	723.92	0.00	723.92
Line Item Totals: ZERKODEL&KATHLEEN			442.32	4,793.11	32,737.42	0.00	32,737.42

**Accord Services Inc**

PO Box 4581
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Grand Total Areas:

3,382.89 SF Walls	1,236.74 SF Ceiling	4,619.63 SF Walls and Ceiling
1,236.74 SF Floor	137.42 SY Flooring	601.28 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	437.17 LF Ceil. Perimeter
1,236.74 Floor Area	1,344.74 Total Area	3,382.89 Interior Wall Area
2,663.80 Exterior Wall Area	229.00 Exterior Perimeter of Walls	
2,527.66 Surface Area	25.28 Number of Squares	307.82 Total Perimeter Length
43.30 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	27,627.60	84.39%	27,627.60	84.39%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	5,109.82	15.61%	5,109.82	15.61%
Total	32,737.42	100.00%	32,737.42	100.00%



Accord Services Inc

PO Box 4581
Lake Charles, LA 70606

Summary for Dwelling

Line Item Total	22,392.17
Material Sales Tax	431.54
Subtotal	22,823.71
Overhead	2,282.43
Profit	2,510.68
Cleaning Sales Tax	10.78
Replacement Cost Value	\$27,627.60
Less Deductible	(800.00)
Net Claim	\$26,827.60

Kermith Sonnier



Accord Services Inc

PO Box 4581
Lake Charles, LA 70606

Summary for Contents

Line Item Total	5,109.82
Replacement Cost Value	\$5,109.82
Net Claim	\$5,109.82

Kermith Sonnier

**Accord Services Inc**

PO Box 4581
Lake Charles, LA 70606

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)
Line Items							
	2,282.43	2,510.68	431.54	0.00	10.78	0.00	0.00
Total	2,282.43	2,510.68	431.54	0.00	10.78	0.00	0.00

**Accord Services Inc**

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Recap by Room**Estimate: ZERKODEL&KATHLEEN**

General		2,284.34	8.31%
Coverage: Dwelling	100.00% =	2,284.34	
Invoices		5,109.82	18.58%
Coverage: Contents	100.00% =	5,109.82	

Area: Roof**Area: Roof**

Metal Roof		12,703.36	46.19%
Coverage: Dwelling	100.00% =	12,703.36	

Area Subtotal: Roof		12,703.36	46.19%
Coverage: Dwelling	100.00% =	12,703.36	

Area Subtotal: Roof		12,703.36	46.19%
Coverage: Dwelling	100.00% =	12,703.36	

Area: Interior		1,500.46	5.46%
Coverage: Dwelling	100.00% =	1,500.46	

Area: Main Level

Entry		220.25	0.80%
Coverage: Dwelling	100.00% =	220.25	

Cashier		351.44	1.28%
Coverage: Dwelling	100.00% =	351.44	

Dining Room		2,262.77	8.23%
Coverage: Dwelling	100.00% =	2,262.77	

Bath1		929.56	3.38%
Coverage: Dwelling	100.00% =	929.56	

Bath2		929.56	3.38%
Coverage: Dwelling	100.00% =	929.56	

Pit Room		620.97	2.26%
Coverage: Dwelling	100.00% =	620.97	

Area Subtotal: Main Level		5,314.55	19.32%
Coverage: Dwelling	100.00% =	5,314.55	

Area Subtotal: Interior		6,815.01	24.78%
Coverage: Dwelling	100.00% =	6,815.01	

Labor Minimums Applied		589.46	2.14%
Coverage: Dwelling	100.00% =	589.46	

ZERKODEL&KATHLEEN

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Accord Services Inc

PO Box 4581
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Subtotal of Areas		27,501.99	100.00%
Coverage: Dwelling	81.42% =	22,392.17	
Coverage: Contents	18.58% =	5,109.82	
<hr/>		<hr/>	<hr/>
Total		27,501.99	100.00%

**Accord Services Inc**

PO Box 4581
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Recap by Category

O&P Items			Total	%
APPLIANCES			62.44	0.19%
Coverage: Dwelling	@	100.00% =	62.44	
CLEANING			107.72	0.33%
Coverage: Dwelling	@	100.00% =	107.72	
CONTENT MANIPULATION			268.46	0.82%
Coverage: Dwelling	@	100.00% =	268.46	
GENERAL DEMOLITION			3,147.19	9.61%
Coverage: Dwelling	@	100.00% =	3,147.19	
DRYWALL			805.15	2.46%
Coverage: Dwelling	@	100.00% =	805.15	
ELECTRICAL			712.36	2.18%
Coverage: Dwelling	@	100.00% =	712.36	
MISC. EQUIPMENT - COMMERCIAL			239.33	0.73%
Coverage: Dwelling	@	100.00% =	239.33	
FINISH CARPENTRY / TRIMWORK			186.56	0.57%
Coverage: Dwelling	@	100.00% =	186.56	
FINISH HARDWARE			128.65	0.39%
Coverage: Dwelling	@	100.00% =	128.65	
FRAMING & ROUGH CARPENTRY			360.71	1.10%
Coverage: Dwelling	@	100.00% =	360.71	
HEAT, VENT & AIR CONDITIONING			326.46	1.00%
Coverage: Dwelling	@	100.00% =	326.46	
INSULATION			176.66	0.54%
Coverage: Dwelling	@	100.00% =	176.66	
LABOR ONLY			795.00	2.43%
Coverage: Dwelling	@	100.00% =	795.00	
LIGHT FIXTURES			235.51	0.72%
Coverage: Dwelling	@	100.00% =	235.51	
MOISTURE PROTECTION			199.50	0.61%
Coverage: Dwelling	@	100.00% =	199.50	
MOBILE HOMES, SKIRTING & SETUP			1,500.46	4.58%
Coverage: Dwelling	@	100.00% =	1,500.46	
PAINTING			1,995.05	6.09%
Coverage: Dwelling	@	100.00% =	1,995.05	
ROOFING			10,317.76	31.52%
Coverage: Dwelling	@	100.00% =	10,317.76	
TEMPORARY REPAIRS			827.20	2.53%
Coverage: Dwelling	@	100.00% =	827.20	
O&P Items Subtotal			22,392.17	68.40%
Non-O&P Items			Total	%

**Accord Services Inc**


PO Box 4581
Lake Charles, LA 70606

Non-O&P Items				Total	%
CONTENT MANIPULATION				4,090.11	12.49%
Coverage: Contents	@	100.00% =		4,090.11	
ELECTRICAL				1,019.71	3.11%
Coverage: Contents	@	100.00% =		1,019.71	
Non-O&P Items Subtotal				5,109.82	15.61%
O&P Items Subtotal				22,392.17	68.40%
Material Sales Tax				431.54	1.32%
Coverage: Dwelling	@	100.00% =		431.54	
Overhead				2,282.43	6.97%
Coverage: Dwelling	@	100.00% =		2,282.43	
Profit				2,510.68	7.67%
Coverage: Dwelling	@	100.00% =		2,510.68	
Cleaning Sales Tax				10.78	0.03%
Coverage: Dwelling	@	100.00% =		10.78	
Total				32,737.42	100.00%

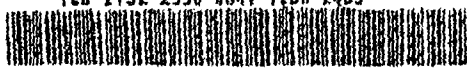
LARGE PLUS COLLECTION & LEGAL FEE!

See back of receipt for your chance
to win \$1000

ID #: 7L2AKF4VKJ5

Walmart 
Save money. Live better.

(409) 769 - 6289
HARDWARE CLAUDIO DUHON
1330 N MAIN ST
OITON TX 77662
STN 00437 OPN 002107 TEN 01 TON 04061
10PK HC 096400099891 3.92 X
10PK HC 096400099891 3.92 X
10PK HC 096400099891 3.92 X
10PK HC 096400099891 3.92 X
HAND TOWEL 066572110410
5 AT 1 FOR 1.04 10.72 X
BATH SHEET 066572110375
5 AT 1 FOR 4.97 24.85 X
SUBTOTAL 59.25
TAX 1 0.250 X 4.56
TOTAL 59.81
CASH TEND 60.00
CHANGE DUE 0.19
B ITEMS SOLD 17
TCA 2752 2958 0347 7258 2463



Low Prices You Can Trust. Every Day.
09/14/17 08:24:15



*Bought
Towels
4 times*

= \$239.24

15255



CLUB MANAGER DENISE THOMAS
(409) 842 - 5071
DEAUNHUNT, YK

09/09/17 15:29 0039 00275 003 2752

BAN

	12 @ 5.40	
E	960520 POTATO SALAD	55.76 N
E	105812 BANANAS	1.04 N
E	105832 BANANAS	1.04 N
E	749694 ONIONS 50LB	17.09 N
E	19977 BACON 3 LB F	14.80 N
E	600524 HN FULL PAK	9.97 E
E	263297 STRAWS 200	16.47 E
E	153932 COLESLAW	1.90 N
E	153932 COLESLAW	1.90 N
E	153932 COLESLAW	1.90 N
E	12 @ 12.90	
E	980002159 FANCY HILLCHINE	155.76 N
E	0 @ 6.90	
E	206560 SOUR CREAM F	55.00 N
E	12 @ 4.90	
E	20550 HARBOR TUNA SF	59.76 N
E	643239 WHOLE MILK F	2.02 N
E	643239 WHOLE MILK F	2.02 N
E	099153 SEL BAKKT CF	140.90 N
E	099153 SEL BAKKT CF	139.42 N
E	019003 EYE RD CASEF	102.90 N
E	945724 LETTUCE 2CT	1.96 N
E	070109 TOMATO	5.90 N
E	03943 RH SLICE 16F	10.40 N
E	405256 PORK	12.00 N
E	405256 PORK	10.47 N
E	405256 PORK	14.02 N
E	405256 PORK	14.91 N
E	405256 PORK	14.80 N
E	153952 COLESLAW	1.90 N
E	70077 SPACON 1000C	14.07 E
E	69050 PORK	14.07 E
E	624901 SAMS OCHF U	17.40 E
E	624301 SAMS OCHF U	17.40 E
E	600572 HN FULL L10	0.14 E
E	105002 HILLS HAFENF	5.90 N
E	502460 HARSCHNUTVIF	10.00 E
E	40473 SUBAD 25 LBF	12.90 N
E	40473 SUBAD 25 LBF	12.90 N
E	161693 FOSH PLATES	12.90 E
E	361307 0" FOSH PLT	11.06 E
E	930430 ONION RINGSF	17.70 N
E	930430 ONION RINGSF	17.70 N
E	900019760 FR KICUP PKF	17.90 N
E	39006 GREEN BEANSI	3.60 N
E	39006 GREEN BEANSI	3.60 N
E	39006 GREEN BEANSI	3.60 N
E	39006 GREEN BEANSI	3.60 N
E	39006 GREEN BEANSI	3.60 N

70 OLD HWY 30 E
WACO, TX 76707
RFB-B-QUE DEPOT, INC

→ \$1,442.76

When you pay by check, you authorize us to use its information to process an Electronic Funds Transfer (EFT) as a draft drawn on your account, or in process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account. Call 800-985-9388 with any questions.

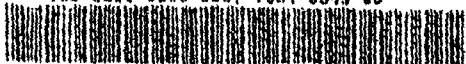
RETURN FEE AMOUNT \$2.40

Sam's Instant Savings:	\$9.95
-------------------------------	---------------

Visit nansclub.com to see your savings

ITEMS SOLD 105

YCU 8299 6280 0567 7031 3345 66



Happy to Help

GUEST CHECK™

Date	Table	Guests	Server	60093
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~~APPT-SOUP/SAL-ENTREE-VEG/POT-DESSERT-BEV~~

Ammo	
Receipts	
6 Boy Links	
4 Bowdler	
4 Receipts	
11.00	Tax
11.00	Total

Monogram 03632-MORM renumber 4120383 Made in the USA

Guest Receipt

Date	Amount	Guests	60093
------	--------	--------	-------

ACCOUNT INVOICE INVOICE CUSTOMER PURCHASE ORDER
 NO. NO. DATE NO. NUMBER
 34101170 4407926 09/11/17 04100749

SALES SALES DATE
 LOC. REP. ORDERED
 3126 0790 09/10/17

ORDER NUMBER: 976623

BAR-B-QUE DEPOT, INC.
 PO BOX 999

VIDOR
 77670-0999

MANAGER

Ship

To:

BAR-B-QUE DEPOT
 110 OLD HIGHWAY 90E

VIDOR
 77662-4916
 409 769 855
 DEPT # 00

TX

Route: 106 / +

Remit

To:

US Foods, Inc.

BOX 840396

DALLAS

75284-0396

GB1 310 2000

TX

111 ALLIANT DRIVE

HOUSTON

TX Ship

09/11/17

Page 01 of 02

NET 7 DAYS

Qty Sales Product
Shipped Unit Number

Description

Pack Size

Lb/L

C

Weight

Pricing
UnitUnit
PriceExtended
Price

1	CS	0778654	DRY									
1	EA	1328608	BAG, SHAM 6X 75X6.5 PAPER WHT	1000 EA	MONORAN	T	CS	38.8500		38.85		
1	CS	1881770	DRESSING, CLOU TFF CRY PLST	1 GA	MONACH	T	CS	13.7200		13.72		
1	CS	2005221	CONTAINER, FN BXB 3 CRT WHT	100 EA	DART	T	CS	16.9700		33.98		
1	CS	4002044	CUP, FN 22 Z WHT	10/25 EA	DART	T	CS	27.4600		37.46		
1	CS	4004438	LID, CUP 12-24 Z STRAW SLTD	10/100 EA	DART	T	CS	16.3900		16.39		
1	CS	5597851	SAUCE, BBQ SHKY TX RST JUB	1/1 GA	CATTIEMENS		CS	51.1500		255.75		
1	CS	5501653	CHIP, TURTLE MACHO CH TRBLE	54/1.75 OZ	BORIOS		CS	26.9400		28.94		
1	CS	5501679	CHIP, PLATO BBR SS BAG	54/1.5 OZ	LAYS		CS	29.5100		39.51		
1	CS	5023360	CHIP, PLATO RES PLN SS BAG	54/1.5 OZ	LAYS		CS	26.9400		57.88		
1	CS	7005234	BEAN, BKO W/ BACH 2 BHN SLIDAR	54/1.0 CN	BUSH BEST		CS	45.7200		45.72		
1	CS	7804578	LID, CUP 8-20 Z VTD PLST TMSL	30/100 EA	DAR		CS	23.2700		23.27		
1	CS	7804594	CONTAINER, FN BXB 5 CRT WHT	100 EA	VAL PLUS	T	CS	13.9300		41.79		
1	CS	1326438	REFRIGERATED		CROSS VALY	B	CS	19.1000		19.10		
1	CS	1755487	ONION, BBN TRMD ICES FRESH	4/2 LB	PRI FRESH		LB	2.6600	75.60	201.10		
1	CS	2326700	PORK, SPS BT. LOUIS 1.25 LB	3/10 LBA	CROSS VALY		CS	30.3500		303.50		
1	CS	3710241	POTATO, RUSSET ID. 40 CT	16/17.50 LB	IB		LB	2.3300	120.20	280.07		
1	CS	7660281	BEEF, BKST FULL CHO 120	5/12.5 LBA	PLUMET		CS	56.9100		56.91		
1	CS	1038850	BACON, PORK REAL END 1 PC	25/2.5 LB			CS	54.1800		54.18		
1	CS	1327915	FROZEN		ROCK'S		CS	28.0300		84.09		
1	CS	2140625	DONUT, CBLR SHT FZN	24/1 LB	HARVEST UL		LB	1.2400	60.50	84.94		
1	CS	5591458	POTATO, FF 3/8" CC TH LINE	6/5 LB	PRI FRESH		CS	27.0900		27.09		
1	CS	6418727	PORK, BBN BUIT 12" TRMD B	4/2/7.5 LBA	CLIN SLET		CS	72.3700		144.74		
1	CS	8327611	CHICKEN, TNDL BBD FRTR	2/5 LB	ONARCH		CS	31.8100		31.81		
1	CS	9526492	BEEF, PTY GRND CHIK STK CHO	40/4 OZ	D LEGEND		CS	60.9000		60.90		
1	CS		PEACH, DNSTC SLED TFF FZN	2/5 LB								
1	CS		BEEF, BBD FRTR STK CNTRY	24/6 LB								

ACCOUNT INVOICE INVOICE CUSTOMER PURCHASE ORDER
 NO. NO. DATE NO. NUMBER
 34101170 4407926 09/11/17 04100749

SALES SALES DATE
 LOC. REP. ORDERED
 3126 0790 09/10/17

Route: 100A / 4

ORDER NUMBER: 976623

1131

To:

BAR-B-QUE DE CT. INC.
 PO BOX 999

VIDOR
 77670-0999

TX

MANAGER

Ship

To:

BAR-B-QUE DEPOT
 110 OLD HIGHWAY 90 E

VIDOR
 77662-4916
 409 769 8555
 DEPT # 00

TX

Remit

To:

US Foods, Inc.

BOX 840396

DALLAS

75284-0396

281 310 2000

TX

Att:

10Pm

11Pm

12Pm

13Pm

14Pm

111 ALLIANT DRIVE

HOUSTON

TX ShipD:

09/11/17

Page 02 of 02

NET 7 DAYS

Qty Sales Product

Shipped Unit Washer

Description

Pack Size

Label

C Weight

Pricing

Unit

Extended

Unit

Price

Price

** PRODUCT CLASS RECAP **

TOTAL DRY	PIECES ORDERED:	22	PIECES SHIPPED:	20	ITEMS SHIPPED:	12	623.29
TOTAL REFRIGERATED	PIECES ORDERED:	16	PIECES SHIPPED:	16	ITEMS SHIPPED:	5	840.58
TOTAL FROZEN	PIECES ORDERED:	10	PIECES SHIPPED:	10	ITEMS SHIPPED:	7	487.75

TOTAL NOT SHIPPED: 1276.20 *** INVOICE SUMMARY ***
 PIECES ORDERED: 48 PIECES SHIPPED: 46 ITEMS SHIPPED: 24

PRODUCT TOTAL \$ 1971.72

TAXABLE AMOUNT \$ 191.77
 GEN SALES TAX 8.250% 15.82

This amount is an estimate at time of shipping prior to any adjustments made at delivery: \$ 1987.54

\$1,987.54

Bar-B-Q's Depot, Inc. Order & Inventory Order Date:

By:

Ben E. Keith Meats		Item#	Ben E. Keith-Conf'd		Texas Coffee Co
Chicken Halves	2 Cases		Grill Brick		Tea
Corndogs	1 case		Peaches	1 case	Seasoning
1lb HB Patties	1 case		Cobbler Dough	1/2 case	
GK Rings	2 cases		Gallon Jugs		
Brisket	5 cases		Chicken Fried Steak	1 case	Sam's Canned
Chicken Tenders	1 case		BBQ Sauce		Green Beans
Ben E. Keith			Zummo's		Jalapeno Peppers
14 X 14 Sand Wrap			Boudin	4 cases	Pickle Slices
French Fry Bags			Links	1 case	Baked Beans
24oz Drink Cups			Rice Dressing	4 cases	
24oz Drink Lids		880055	Sam's Meats		Sam's Produce
6oz Food Container			Pork Spare Ribs	2 cases	Lettuce
Food Container Lids	1 case	870025	Lg Pit Ham	2 Hams	Tomato
Catering Spoons			CK Fajita	1 case	Banannas
Catering Tongs			Pork	1 case	Carrots
16oz Food Container	1 case		Sam's Dairy		
Drink Holders			Cheese Sliced	1	Sam's Dry Goods
1 Comp Togo 9x9	2		Cheese Fancy	12 bags	Cream Gravy
3 Comp Togo 9x9	2		Sour Cream	1	Pepper Packets
Poly Sandwich Bags			Butter	6	Salt Packets
Sanitizer Tabs			Milk	3 gal	Sweet-n-Low
Cabbage	1 bag		Potato Salad	12	Sugar Packets
Chives/Green Onions	1 bag		French Fry	2 cases	Lemon Packets
Bacon Bits	1 case		Onion Rings	2 cases	BEK
Cole Slaw Dressing	1 case				Vinager
Onions	50 lb bag		Wal-Mart		Rice
Pepper Supreme			Pudding	4 boxes	Sugar 50lb Bag
Potatos			Sam's Sauces		Nilla Wafer
BBQ/Doritos			Mayo gallon	1 gal	Ketchup Bulk
Plain Reg. or Baked			Mustard gallon	1 gal	Ketchup Packets
Silver Scrubles			Ranch gallon	1 gal	Cooking Oil
Dank			Starter	1	
Coke Box			Italian Dressing	1	Salt Box
Sprite Box			Tabasco		Season all
Diet Coke Box					Garlic Powder
Lemonade Box					Tony's
Root Beer Box					Nutmeg
Dr Pepper					Cinnamon

Bar-B-Que Depot, Inc. Order & Inventory Order Date:

By:

Sam's Paper Goods			Sam's Chemicals		
Zip-lock Bags gallon			Bleach		
Guest Checks			Dawn Dish		
Togo Bags			Laundry Soap		
3 Comp Plates			Bathroom Cleaner		
1 Comp Plates			Scrubies		
32oz Drink Cups			Mop Handle		
32oz Drink Lids			Mop Head		
2oz Portion Cups			Broom		
2oz Portion Lids			Simple Green		
Plastic Forks	1 Box		Toilet Paper		
Plastic Spoons	1 Box		Gloves		
Cutlery Kits			Hand Soap		
Napkins			Degreaser		
Paper Towels					
Tooth Picks					
Saran Wrap			Sam's Catering Supplies		
Straws			Disp Full Pans	1 pack	
Foil Sheets			Disp Half Pans	1 pack	
Garbage Bags			Disp Full Lids	1 pack	
Hoagie			Disp Half Lids	1 pack	
Wax Papers			Chafing Dish pkg		
Sm BLK Tongs			Sterno Fuel		
Center Pull Towels			Office Supplies		
			Band-aids		
Drinks-Catering			Antibiotic Ointment		
Coke Cans			Pens		
Dr. Pepper Cans			Menus	FEDEX	
Sprite Cans			Lighters		
Root Beer Cans			Hair Nets		
Water 16oz			Batteries "D" or "C"		
Diet Coke Cans			Cash Reg Paper 2 1/4"		
			CC Paper		
			Copy Paper		
			Envelopes		

Fill CO2 Bottles at COSTAL WELDING

NOTES:
 Kommercial Kitchens
 Fryer Filters

Total items this page _____

Total items ordered _____



ORIGINAL INVOICE



INVOICE NO.	PAGE	RT
10000000		

CUSTOMER NO.	MO.	DAY	Y
1110000	9	10	1

TAX ID: 17-1025000

P.O. NUMBER ROUTE/ST

214

CUSTOMER

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SPECIAL INSTRUCTIONS

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TERMS

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SALES REPRESENTATIVE

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LINE	LOCATION	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	TAXES
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100	10000000	10000000	10000000	10000000	10000000	10000000	10000000

TOTAL QTY THIS PAGE

RECEIVED BY

PLEASE SIGN FULL NAME BELOW

PLEASE CHECK THIS INVOICE CAREFULLY.

BEN E. KEITH FOODS WILL NOT BE RESPONSIBLE FOR ANY SHORTAGES AFTER YOU SIGN.

CASH/CK

TAX

ADJUSTMENT

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 9(a) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a).

The seller of these commodities retains a trust claim over these commodities, all instruments of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

The Customer is responsible for the safety of this product by keeping the product in its required temperature zone (below 40° for refrigerated items and below 28° for frozen items) from receipt to storage and ultimate consumption. The customer is also responsible for transporting the food item in a safe manner that would prevent the food product from cross-contamination. By signing this, you acknowledge that you are responsible for the cold chain protection of the food product or products on this invoice as described above.

DELIVERY TIME

DRIVER'S NUMBER

DRIVER'S SIGNATURE

2019/10/10

Bar B Que Depot Inc. Business Income Lost



Bar-B-Que Depot, Inc.

Sales 2016	\$414,288.83		
Sales 2017	\$382,501.34	Sales 2018 estimate	\$418,074.00

Difference	31787.49
------------	----------

	2016	2017	2018
29-Aug	\$1,201.26	Closed	\$1,385.26
30-Aug	\$1,064.41	Closed	\$1,307.30
31-Aug	\$1,274.30	Closed	\$1,462.28
1-Sep	\$1,206.99	Closed	\$1,301.83
2-Sep	\$1,359.69	Closed	Closed
3-Sep	\$2,213.64	Closed	Closed
4-Sep	Closed	Closed	\$1,280.33
5-Sep	Closed	Closed	\$1,192.42
6-Sep	\$1,275.43	Closed	\$1,124.94
7-Sep	\$1,068.37	Closed	\$1,688.01
8-Sep	\$1,306.05	Closed	\$1,122.17
9-Sep	\$1,438.36	Closed	Closed
10-Sep	\$1,204.23	Closed	\$1,294.28
11-Sep	Closed	Closed	\$1,110.81
 Total	 \$14,612.73	 0	 \$14,269.63
 Average/Day	 \$1,328.43		 \$1,297.24

The other \$13-14,000 loss is leading up to Harvey we had a few other hurricane scares and people went out and bought supplies which drew money out of economy. Also some may be when super hot during summer it will slow our business.

Form 1120 Department of the Treasury Internal Revenue Service		U.S. Corporation Income Tax Return For calendar year 2017 or tax year beginning _____, 2017, ending _____, 20____ ▶ Go to www.irs.gov/Form1120 for instructions and the latest information.		OMB No. 1545-0123 <div style="border: 1px solid black; padding: 2px; display: inline-block; font-weight: bold;">2017</div>
A Check if: 1a Consolidated return (attach Form 951) <input type="checkbox"/> b Life/nonlife consolidated return <input type="checkbox"/> 2 Personal holding co. (attach 961, PH) <input type="checkbox"/> 3 Personal service corp. (see instructions) <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>		TYPE OR PRINT Name BAR-B-QUE DEPOT INC Number, street, and room or suite no. If a P.O. box, see instructions. 110 OLD HIGHWAY 90 E City or town, state, or province, country, and ZIP or foreign postal code VIDOR TX 77662		B Employer identification number <div style="border: 1px solid black; padding: 2px;">[REDACTED]</div> C Date incorporated 01/01/1997 D Total assets (see instructions) \$ 19,973
E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change				
Income	1a Gross receipts or sales		1a	382,501
	b Returns and allowances		1b	
	c Balance. Subtract line 1b from line 1a		1c	382,501
	2 Cost of goods sold (attach Form 1125-A)		2	171,684
	3 Gross profit. Subtract line 2 from line 1c		3	210,817
	4 Dividends (Schedule C, line 19)		4	
	5 Interest		5	
	6 Gross rents		6	
	7 Gross royalties		7	
	8 Capital gain net income (attach Schedule D (Form 1120))		8	
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)		9	
10 Other income (see instructions—attach statement)		10		
11 Total income. Add lines 3 through 10		11	210,817	
Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (see instructions—attach Form 1125-E)		12	26,500
	13 Salaries and wages (less employment credits)		13	77,429
	14 Repairs and maintenance		14	11,487
	15 Bad debts		15	
	16 Rents		16	13,225
	17 Taxes and licenses		17	9,395
	18 Interest		18	2,519
	19 Charitable contributions		19	
	20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		20	1,962
	21 Depletion		21	
	22 Advertising		22	
23 Pension, profit-sharing, etc., plans		23		
24 Employee benefit programs		24		
25 Domestic production activities deduction (attach Form 8903)		25		
26 Other deductions (attach statement) Other Deductions Statement		26	63,154	
27 Total deductions. Add lines 12 through 26		27	205,671	
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11.		28	5,146	
29a Net operating loss deduction (see instructions)		29a	5,146	
b Special deductions (Schedule C, line 20)		29b		
c Add lines 29a and 29b		29c	5,146	
Tax, Refundable Credits, and Payments	30 Taxable income. Subtract line 29c from line 28. See instructions		30	0
	31 Total tax (Schedule J, Part I, line 11)		31	
	32 Total payments and refundable credits (Schedule J, Part II, line 21)		32	0
	33 Estimated tax penalty. See instructions. Check if Form 2220 is attached <input type="checkbox"/>		33	
	34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed		34	
	35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid		35	0
	36 Enter amount from line 35 you want Credited to 2018 estimated tax ▶ Refunded ▶		36	

Under penalties of perjury, I declare that I prepared this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____

OFFICER

Title _____

Paid Preparer Use Only

Print/Type preparer's name **Suzanne Davis, CPA**

Firm's name ▶ **LAUREN G BROOKS & ASSOCIATES PC**

Firm's address ▶ **390 PARK ST STE 900 BEAUMONT TX 77701**

Preparer's signature *Suzanne Davis* Date **10-9-2018**

Check ☐ if self-employed

Firm's EIN ▶ [REDACTED]

Phone no. (409) [REDACTED]

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see separate instructions.

BAA

REV 01/23/18 PRO

Form 1120 (2017)

Form 1120 Department of the Treasury Internal Revenue Service	U.S. Corporation Income Tax Return For calendar year 2016 or tax year beginning _____, 2016, ending _____, 20____	OMB No. 1545-0123 2016
▶ Information about Form 1120 and its separate instructions is at www.irs.gov/form1120 .		
A Check if: 1a Consolidated return (attach Form 851) <input type="checkbox"/> b Life/nonlife consolidated return <input type="checkbox"/> 2 Personal holding co. (attach Sch. PH) <input type="checkbox"/> 3 Personal service corp. (see instructions) <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>	TYPE OR PRINT Name BAR-B-QUE DEPOT INC Number, street, and room or suite no. If a P.O. box, see instructions. 110 OLD HIGHWAY 90 E City or town, state, or province, country, and ZIP or foreign postal code VIDOR TX 77662	B Employer identification number [REDACTED] C Date incorporated 01/01/1997 D Total assets (see instructions) \$ 33,606
E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change		
Income	1a Gross receipts or sales 1a 414,289 1b Returns and allowances 1b 2 Cost of goods sold (attach Form 1125-A) 3 Gross profit. Subtract line 2 from line 1a 4 Dividends (Schedule C, line 19) 5 Interest 6 Gross rents 7 Gross royalties 8 Capital gain net income (attach Schedule D (Form 1120)) 9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797) 10 Other income (see instructions—attach statement) 11 Total income. Add lines 3 through 10	10 414,289 2 191,060 3 223,229 4 5 6 7 8 9 10 11 223,229
Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (see instructions—attach Form 1125-E) 13 Salaries and wages (less employment credits) 14 Repairs and maintenance 15 Bad debts 16 Rents 17 Taxes and licenses 18 Interest 19 Charitable contributions 20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562) 21 Depletion 22 Advertising 23 Pension, profit-sharing, etc., plans 24 Employee benefit programs 25 Domestic production activities deduction (attach Form 8803) 26 Other deductions (attach statement) Other Deductions Statement 27 Total deductions. Add lines 12 through 26 28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11. 29a Net operating loss deduction (see instructions) 29b Special deductions (Schedule C, line 20) 29c Add lines 29a and 29b	12 36,000 13 80,107 14 9,938 15 16 12,292 17 9,555 18 2,521 19 20 1,152 21 22 23 24 25 26 68,829 27 220,394 28 2,835 29a 2,835 29b 29c 2,835
Tax, Refundable Credits, and Payments	30 Taxable income. Subtract line 29c from line 28. See instructions 31 Total tax (Schedule J, Part I, line 11) 32 Total payments and refundable credits (Schedule J, Part II, line 21) 33 Estimated tax penalty. See instructions. Check if Form 2220 is attached 34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed 35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid 36 Enter amount from line 35 you want: Credited to 2017 estimated tax ▶ Refunded ▶	30 0 31 32 0 33 34 35 0 36
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Sign Here	COPY Signature of officer _____ Date _____ Officer _____ Title _____	May the IRS discuss this return with the preparer shown below? See instructions. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paid Preparer Use Only	Print/Type preparer's name Suzanne Davis, CPA Firm's name ▶ LAUREN G BROOKS & ASSOCIATES PC Firm's address ▶ 390 PARK ST STE 900 BEAUMONT TX 77701	Preparer's signature <i>Suzanne Davis</i> Date 9/23/2017 Check <input type="checkbox"/> if self-employed Firm's EIN ▶ [REDACTED] Phone no. (409) [REDACTED]

For Paperwork Reduction Act Notice, see separate instructions.

BAA

REV 04/04/17 PRO

Form 1120 (2016)

8/2016

Date	8/13	8/14 8/15	8/16
Non Tax		CLOSERS	
Taxable			
GR Sales	1160.79	1297.47	1154.28
Charges	629.84	868.90	586.19
Total w/o Charge	530.95	488.57	568.09
Pay Outs	173.56	225.-	50.16
Sales Tax	95.79	107.11	95.26
DEP AMT	357.39	263.59	511.93
Tickets	80	100.	90
	FOOD-56.- Repairs 6.88 110.68	tickets 225.-	FOOD 50.16

STIM
NEW TAX
AMT 25.00
Deposited
8/16

GR Sales 3612.54
Tax 298.16
Deposit 1138.89

Savings - 200.-
838.89 K Dep
8/17/16

Daily Sales — 8/12/18		
Date	8/17	8/18
Non Tax		
Taxable		
GR Sales	1125.83	1646.35
Charges	566.74	1059.84
Total w/o Charge	559.09	586.51
Pay Outs	150.—	91.50
Sales Tax	92.94	135.86
DEP AMT	409.09	495.01
Tickets	91	107
	Little's 150.—	Auto 50.50 41.—

GR Sales 2772.18Tax 228.80Deposit 904.10Savings 200.—

704.10 → Dep
8/19/18

Daily Sales

8/2016

Date	8/19			
Non Tax	975.00			
Taxable	1483.50			
GR Sales	2458.50			
Charges	777.14			
Total w/o Charge	1681.36			
Pay Outs	55.24			
Sales Tax	122.47			
DEP AMT	1626.12			
Tickets	114			
	FOOD 55.24			

8/19
STE-
PBJ

GR Sales 2458.50

Tax 122.47

Deposit 1626.12

Daily Sales

Date	8/20	8/21	8/22	8/23
Non Tax		C		
Taxable		L		
GR Sales	1436.57	D	1604.81	1205.54
Charges	1081.33	S	1154.45	556.54
Total w/o Charge	355.24	E	450.36	
Pay Outs	218.86			
Sales Tax	118.52	D	132.42	98.55
DEP AMT	136.38		450.36	
Tickets	88		83	90

Food 160.-
 Utilities 15.-
 Auto - 43.86

GR Sales 3041.38

Tax 250.94

Deposit 586.74

Dep
 8/23/16

Date	8/23	8/24	8/25
Non Tax			
Taxable			
GR Sales	1205.84	1050.21	1328.80
Charges	586.54	665.87	673.10
Total w/o Charge	619.30	384.34	655.70
Pay Outs	50.34	100.-	272.42
Sales Tax	98.88	86.71	109.65
DEP AMT	568.96	284.34	383.28
Tickets	90	90	96
	Food 52.34	Office 100.-	Repairs 272.42

GR Sales 3584.85Tax 295.24Deposit 1236.58- 300.-936.58Dep
8/26/19

Date	8/26	8/27	8/28
Non Tax			C
Taxable			L
GR Sales	1471.25	1718.03	
Charges	896.16	948.81	0
Total w/o Charge	575.09	769.22	S
Pay Outs	1899.99	1999.99 249.11	E
Sales Tax	121.42	141.12	D
DEP AMT	385.10	1600.00 520.11	
Tickets	121	112	
	FOON-74.99	OFF-75	
	Utilities Co.-	140.40	
	Office 55-	Auto 32.46	

GR Sales 3189.28Tax 262.54Deposit ~~1000.00~~ 905.21

Savings - 200. -

705.21

Dep 8/30/16

8/21

Date	8/29	8/30	8/31
Non Tax			
Taxable			
GR Sales	1201.26	1064.41	1274.30
Charges	1780.83	682.14	739.77
Total w/o Charge	420.73	382.27	534.53
Pay Outs	150.—	55.24	40.—
Sales Tax	99.16	87.89	105.13
DEP AMT	270.73	327.03	494.53
Tickets	93	96	91
	Utiles 150.—	Food 55.24	Utilities 40.—

GR Sales 3539.97Tax 292.18Deposit 1092.29300.—792.29

Daily Sales

9/20/16

Date	9/1	9/2
Non Tax		75.1-
Taxable		1284.49
GR Sales	1206.99	1359.69
Charges	50.55	20.57
Total w/o Charge	1257.54	1380.26
Pay Outs	126.1-	329.16
Sales Tax	99.60 ✓	106.03 ✓
DEP AMT	320.71	428.56
Tickets	92	105
	Auto-26.47- 47.- 53.-	smallwares Auto-200.- 31.75 Food 49.- 48.41

9/2

Custom
CROK

GR Sales

2566.68

Tax

205.63

Deposit

749.27

↑ Dep 9/3/16

Daily Sales

11/20/16

Date	9/3	9/4	9/5
Non Tax		C	
Taxable		L	
GR Sales	2213.64		
Charges	37.5		
Total w/o Charge	5-2-7		
Pay Outs	230.-		
Sales Tax	182.71		
DEP AMT	612.74		
Tickets	120		

FOOD 11.66
 UTILITIES 75.-
 AUTO - 55.25
 Office - 8809

GR Sales 2213.64
 Tax 182.71
 Deposit 612.74

Dep
 9/6/16

Daily Sales

9/2016

Date	9/6	9/7	9/8
Non Tax			
Taxable			
GR Sales	1275.43	1068.37	1306.05
Charges	57.25	28.75	—
Total w/c Charge	1332.68	1097.12	1306.05
Pay Outs	136.13	108.55	—
Sales Tax	105.21	88.22	107.81
DEP AMT	460.05	393.92	555.05
Tickets	104	81	86
	FOOD - 45.13 Auto 32. — 59. —	Utilities 60. — FOOD 48.58	

GR Sales 3649.85

Tax 301.24

Deposit 1409.02

A DEP 9/9/16

Daily Sales

9/20/16

Date	9/9	9/10	9/11
Non Tax			C
Taxable			
GR Sales	1438.36	1204.23	L
Charges	6.21	222.27	
Total w/c Charge	1444.57	1426.50	
Pay Outs	125.71	665.00 211.-	=
Sales Tax	118.68	99.37	
DEP AMT	493.53	460.96	
Tickets	111	79	
	FOOD - 33.57 95.-	Utilities 60.- 150.-	

GR Sales 2642.59

Tax 218.05

Deposit 954.49

A Dep
9/12/16

Daily Sales

9/20/16

Date	9/12	9/13	9/14
Non Tax			
Taxable			
GR Sales	1105.52	940.11	1165.72
Charges	441.15	641.39	747.01
Total w/o Charge	664.37	298.72	418.71
Pay Outs	63.50	81.54	15.00
Sales Tax	91.26 ✓	77.29 ✓	96.22 ✓
DEP AMT	600.87	217.18	281.10
Tickets	93	78	86

Contract Labor 23.50
40.00
Contract Labor 23.10
FOOD 43.44
Auto 37.00
Utilities 40.00
10.11
50.12

GR Sales

3211.35

Tax

264.77

Deposit

1099.15

↑ Dep
9/15/16

FILED: 8/22/2019 4:49 PM
Vickie Edgerly, District Clerk
Orange County, Texas
Reviewed By: Justin Rhodes

NO. A190325-C

BAR-B-QUE DEPO, INC.

VS.

**MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY, RISK
PLACEMENT SERVICES, INC.,
TRI-STAR CLAIMS, LLC, TEAM ONE
ADJUSTING SERVICES, LLC,
TREY ROBERTS, NATIONAL LOSS
CONSULTANTS, JOHN KRUEGER
and KENNETH YASH**

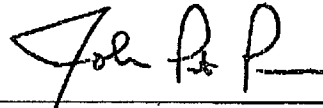
§ **IN THE DISTRICT COURT OF**
§
§
§
§
§ **ORANGE COUNTY, TEXAS**
§
§
§
§
§
§ 128th **JUDICIAL DISTRICT**

PLAINTIFF'S JURY DEMAND

Plaintiff respectfully requests a jury trial.

Respectfully submitted,

LINDSAY, LINDSAY & PARSONS



John Pat Parsons
State Bar License No. 24065876
710 N. 11th Street
Beaumont, Texas 77702
409/833-1196
409/832-7040 (Fax)
jparsons@llptx.com

**ATTORNEY FOR PLAINTIFF,
BAR-B-QUE DEPOT, INC.**

CERTIFIED MAIL

\$8.950
US POSTAGE
FIRST-CLASS
FROM 77707
08/26/2019
stamps
endicia



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9414 7118 9956 1564 5338 14 :

Mesa Underwriters Specialty Ins Co
C/O Corporation Service Company
2338 W Royal Palm Rd Ste J
Phoenix AZ 85021-9339

CERTIFIED MAIL

stamps
.COM

* 1-UP Laser Form *
* USA CMF - 134 04/19 *

